

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LIGER6, LLC,

Plaintiff/Counterclaim
Defendant,

-against-

SARTO ANTONIO and SARTO S.r.l.,

Defendants/Counterclaim
Plaintiffs.

Civil Action No. 2:13-cv-04694-JLL-
JAD

Hon. Jose L. Linares

VERDICT SHEET

I. Breach Of Contract

1. Do you find that Liger6 has proven by a preponderance of the evidence that there was an oral contract between Liger6 and Sarto Antonio?

Yes _____ No ☒ _____

If your answer to question No. 1 is YES, you should then answer question No. 2.
If your answer to Question No. 1 is NO, then proceed to question No. 9.

2. Do you find that Liger6 has proven by a preponderance of the evidence that Sarto Antonio breached the oral contract?

Yes _____ No _____

If your answer to question No. 2 is YES, you should then answer question No. 3.
If your answer to Question No. 2 is NO, then proceed to question No. 9.

3. Do you find that Sarto Antonio has proved by a preponderance of the evidence that the defendants were justified in terminating the oral contract based on a breach of said contract by Liger6?

Yes _____ No _____

If your answer to Question No. 3 is NO, you should then answer question No. 4. If your answer to question No. 3 is YES, then proceed to question No. 9.

4. Do you find that Liger6 has proven by a preponderance of the evidence that it was damaged by Sarto Antonio's breach of the oral contract?

Yes _____ No _____

If your answer to question No. 4 is YES, you should then answer question No. 5. If your answer to Question No. 4 is NO, then proceed to question No. 6.

5. Please list the amount of damages for which Sarto Antonio and Sarto S.r.l. are liable for Sarto Antonio's breach of the oral contract:

\$ _____

Once you have listed the amount damages for breach of the oral agreement, your deliberations are complete.

II. Breach Of The Covenant Of Good Faith And Fair Dealing

6. Do you find that Liger6 has proven by a preponderance of the evidence that Sarto Antonio breached the covenant of good faith and fair dealing?

Yes _____ No _____

If your answer to question No. 6 is YES, you should then answer question No. 7. If your answer to Question No. 6 is NO, then proceed to question No. 9.

7. Do you find that Liger6 has proven by a preponderance of the evidence that it was damaged by Sarto Antonio's breach of the covenant of good faith and fair dealing?

Yes _____ No _____

If your answer to question No. 7 is YES, you should then answer question No. 8.
If your answer to Question No. 7 is NO, then proceed to question No. 9.

8. Please list the amount of damages for which Sarto Antonio and Sarto S.r.l. are liable for Sarto Antonio's breach of the covenant of good faith and fair dealing:

\$ _____

Once you have listed your amount of damages for breach of the covenant of good faith and fair dealing, your deliberations are complete.

III. Quantum Meruit

9. Did Plaintiff prove by a preponderance of the evidence that it is entitled to recover under a theory of quantum meruit?

Yes _____ No ☒

If your answer to question No. 9 is YES, you should then answer question No. 10.
If your answer to Question No. 9 is NO, then your deliberations are complete.

10. If you find that Plaintiff proved it is entitled to quantum meruit damages, please list the amount of damages for which Sarto Antonio and Sarto S.r.l. are liable:

\$ _____

Signed:

A black rectangular redaction box covering the signature of the foreperson.

Foreperson

Date:

1/30/2019